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Attorney for  
7 Bank of New York Mellon as Trustee CWMBS  
2005-HYB10  
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10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION**

12 In re  
13 YORDANOS GHEBREMICHAEL KIFLE,  
14 Debtor.

Case No. 12-44330- CN

Chapter 13

R.S. No. **ALG-233**

**DECLARATION IN SUPPORT OF  
RESTORED MOTION FOR RELIEF  
FROM AUTOMATIC STAY**

**Hearing:**

Date: **MARCH 18, 2016**

Time: **10:00 AM**

Place: **1300 CLAY ST**

**OAKLAND, CA 94612**

20  
21 I, Angela P. Kifle, declare:

22 1. I am over 18 years of age and am employed as a Authorized of PNC  
signer  
23 Mortgage, A Division of PNC Bank, NA ("PNC"). In such capacity, I am authorized to make  
24 this declaration regarding the loan described below (the "Loan"). If called to testify in this  
25 matter, I would testify under oath as to the following:

26 2. I have access to and am familiar with PNC's books and records regarding the  
27 Loan, including PNC's servicing records and copies of the applicable Loan documents. I am  
28 familiar with the manner in which PNC maintains its books and records, including computer

1 records relating to the servicing of the Loan. PNC's records are made at or near the time of the  
2 occurrence of the matters set forth in such records, by an employee or representative with  
3 knowledge of the acts or events recorded. Such records are obtained, kept and maintained by  
4 PNC in the regular course of PNC's business. PNC relies on such records in the ordinary course  
5 of its business.

6 3. PNC has the contractual right and responsibility to service the Loan on Bank of  
7 New York Mellon as Trustee CWMBS 2005-HYB10's behalf.

8 4. As the loan servicer, PNC acts as an agent for Bank of New York Mellon as  
9 Trustee CWMBS 2005-HYB10 and is generally responsible for the administration of the Loan  
10 until the loan is paid in full, assigned to another creditor, or the servicing rights are transferred.  
11 Administering the Loan includes, among other things, sending monthly payment statements,  
12 collecting monthly payments, maintaining records of payments and balances, collecting and  
13 paying taxes and insurance (and managing escrow and impound funds), remitting monies to  
14 Bank of New York Mellon as Trustee CWMBS 2005-HYB10, following up on loan  
15 delinquencies, home loan workouts and home retention programs, and other general customer  
16 service functions. Further, in the event of a default under the terms of the Loan, PNC is  
17 authorized by Bank of New York Mellon as Trustee CWMBS 2005-HYB10 and under  
18 applicable law to enforce the terms of the Loan.

19 5. According to PNC's books and records, the Loan is evidenced by a promissory  
20 note executed by Yordanos Kifle and dated October 13, 2005, in the original principal amount of  
21 \$438,750.00 (the "Note"). See Exhibit A.

22 6. PNC's records reflect that Bank of New York Mellon as Trustee CWMBS 2005-  
23 HYB10 holds possession of the original Note. The Note is indorsed and payable in blank. See  
24 Exhibit A.

25 7. We have reviewed our business records and all factual documentation furnished  
26 upon us in connection with the chain of custody of the original note, and based on that review  
27 and investigation, Bank of New York Mellon as Trustee CWMBS 2005-HYB10 holds the note.

28 /././

8. The Note is secured by a deed of trust (the "Deed of Trust") relating to the real property commonly known as 2210 E. 24th St, Oakland, California 94606 (the "Property"). The Deed of Trust reflects that it was duly recorded. See Exhibit B.

9. Copies of the Note and Deed of Trust which are attached hereto as Exhibits A and B are true and correct copies of said documents contained in PNC's business records.

10. On or about December 11, 2009, Debtor entered into an agreement to modify the loan. A copy of the Loan Modification Agreement is attached hereto as Exhibit C.

11. On or about June 30, 2014, Movant filed a Motion for Relief from the Automatic Stay ("Motion") as a result of the Debtor's post petition default. Thereafter, on August 27, 2014, the court entered a HAMP Adequate Protection Order ("APO") requiring monthly adequate protection payments by the Debtor while Debtor's loan modification application was under review. Pursuant to the terms of the aforementioned APO, in the event of Debtor default or loan modification denial, Movant could restore the Motion to calendar on fourteen (14) days notice. A copy of the Adequate Protection Stipulation is attached hereto as Exhibit D.

12. On or about January 12, 2015, Debtor's loan modification application was denied, and Movant caused a letter to be sent to Debtor advising of the denial. A copy of the Loan Modification Denial Letter is attached hereto as Exhibit E.

13. A default exists under the Loan for failure to make payments due and owing under the Note and Deed of Trust.

14. A copy of the post-petition payment accounting is attached hereto as Exhibit F.

15. As of February 2, 2016, the post-petition arrearage owed under the Note and Deed of Trust is as follows:

Payments			
<u>Number of Payments</u>	<u>Payment Amount</u>	<u>Payment Dates</u>	<u>Total</u>
3	\$2,779.29	4/1/2014 to 6/1/2014	\$8,337.87
12	\$2,904.12	7/1/2014 to 6/1/2015	\$34,849.44
8	\$2,889.52	7/1/2015 to 2/1/2016	\$23,116.16
<i>Less Suspense:</i>			(\$2,014.72)
<b>Total Post-Petition Payments as of February 2, 2016:</b>			<b>\$64,288.75</b>

16. The timing and/or amount of Debtor's payments changed because of an ARM

1 adjustment and/or escrow adjustment and/or interest rate adjustment. PNC caused written notice  
2 of this changed amount to be provided to the Debtor.

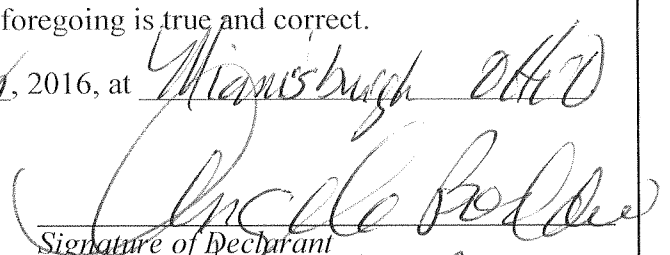
3 17. An additional payment will come due on March 1, 2016, and on the 1st day of  
4 each month until the Loan is paid in full.

5 18. As of February 2, 2016, the total amount owed under the Note is approximately  
6 \$488,774.59.

7 19. PNC has retained counsel to represent it in this matter, and is thereby incurring  
8 attorneys' fees and expenses in this matter.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed this 18<sup>th</sup> day of February, 2016, at Pittsburgh PA

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12   
Signature of Declarant

13  
14 Angelia Boldie  
Print Name of Declarant

15 Authorized Signer  
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